

the Applicants' argument that Allibhoy does not contemplate any designation information of a product provider which the first user permits to view the cart identification information and to view product information which the first user associates with the cart identification information. The common theme of the Examiner's responses seems to be that Allibhoy discloses cross-selling. However, as stated above, this does not cure the deficiencies of all the cited references regarding the user designating the product providers who are allowed to practice such methods. Therefore, the Applicants respectfully submit that the previously submitted arguments have not been adequately overcome.

Further, the Applicants respectfully submit that the previously submitted arguments have not been adequately addressed such that the Applicants can effectively provide further arguments. The Examiner has provided information regarding cross-selling directly to a consumer from a product provider, but the Applicants respectfully submit that this has no bearing on the previously submitted arguments that these product providers have to be previously authorized by the user. Thus, as the Applicants' specific arguments have not been properly addressed regarding the precise recited features of the claims, the Applicants respectfully submit that this action has been improperly made final.

Nevertheless, the Applicants now provide further claim amendments to clarify that the third party providers are not able to access the user's cart information before being granted permission to do so. Thus, the Applicants respectfully submit that none of the cited references disclose or contemplate the features of the recited claims.

Claim Rejections Under 35 USC §103

In item 4 on pages 2-18 of the Office Action the Examiner rejected claims 1-12 and 14-26 under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 6,223,215, issued to Hunt et al. (hereinafter referred to as "Hunt") in view of U.S. Patent Application Publication No. 2005/0005242, issued to Hoyle (hereinafter referred to as "Hoyle") in view of U.S. Patent Application Publication No. 2004/0172343, issued to Allibhoy et al. (hereinafter referred to as "Allibhoy"). Also, in item 3 [sic] on pages 18-19 of the Office Action the Examiner rejected the same claims under 35 U.S.C. §103(a) as being unpatentable over Hunt in view of Hoyle in view of Allibhoy in view of U.S. Patent No. 7,016,874, issued to Notz (hereinafter referred to as "Notz"). The Applicants respectfully traverse the Examiner's rejections of these claims.

Claim 1 of the present application, as amended, recites "receiving, from the first user, designation information of a third party product provider which the first user permits to view the cart identification information and to view product information which the first user associates with the cart identification information, and which provides a product related to the viewed product information as well as additional information related to the viewed product information, said third party product provider not having permission to view the cart identification and product information before receipt of the designation information." It was shown by the Applicants in the Amendment filed on August 22, 2006, that neither Hunt nor Hoyle, either alone or in combination, discloses or suggests at least this feature of claim 1. This was acknowledged by the Examiner in item 2 on page 2 of the previous Office Action. Further, in the current action, the Examiner acknowledged that Hunt does not disclose a vendor/seller seeing the user's cart and making further recommendations (cross-selling).

The Examiner stated that Allibhoy allows a controller to control who is allowed to communicate with the user, citing paragraph [0009]. The Examiner also cited various examples of cross-selling disclosed in Allibhoy, including the instance in which there are direct communications/transactions between a user and a content provider (paragraph [0012]). The Examiner stated that it would have been obvious to combine the cited references so that cross-selling is available to allow further relevant information and communication between the content provider and the user.

However, none of these scenarios described by the Examiner contemplate not allowing these third party product providers to send such advertisements until the third party product providers are authorized to do so by the user. While the controller of Allibhoy may authorize such behavior, this is at odds with the feature in which the user wields such control, because the controller of Allibhoy (which is not the user) provides such authorization for the financial gain of other than the user. Thus, neither Allibhoy nor any of the other cited references contemplate not allowing the third party product providers to send content to the user only after receiving permission from the user. For example, in one embodiment enabled by claim 1 of the present application, when the user places a product in a cart on a network (i.e., orders this product from a product provider), no other product providers are able to access this information unless authorized to do so by the user. Upon receiving this authorization, the third party product providers are able to submit other information related to the ordered product. This is not contemplated in any of the references cited by the Examiner.

The Examiner also cited MPEP 2144.04.VI, stating that reversal, duplication, or rearrangement of parts is obvious. "Therefore, it is obvious that the content provider can also communicate with the user during a cart transaction as the controller does." The Applicants respectfully submit that this is not relevant to the claims of the present application and the failure of the cited references to disclose the features of those claims, because no third party product providers provide information related to a product only after authorization from a user, such as in the claims of the present application.

Also, as stated in the previously filed Amendment, and apparently not addressed by the Examiner, the Applicants respectfully submit that the Examiner has not identified any such designation information in Allibhoy which designates that the user is permitting the third party product provider to view the cart identification information and to view product information which the first user associates with the cart identification information. Therefore, the Examiner has not identified all of the recited features of claim 1 in the cited prior art references. To wit, the Examiner merely stated that Allibhoy discloses the user designating which content providers the user will receive further information from. One skilled in the art can easily see that this is not tantamount to permitting a product provider to view cart identification information and to view product information. Therefore, no such permission is given to the product provider, and no such designation information applicable to the product provider is given to the server. For at least these reasons, claim 1 patentably distinguishes over the cited references.

Regarding Notz, the Examiner stated that Notz discloses a merchant/seller being able to see the cart and make an upsell recommendation. The Examiner went on to state that it would be obvious to add Notz to Hunt's cart "for providing information and making purchases." However, the Applicants again point out that Notz does not cure the deficiencies of the other cited references regarding "said third party product provider not having permission to view the cart identification and product information before receipt of the designation information."

Therefore, none of the cited references, either alone or in combination, disclose or suggest at least the recited features of claim 1 discussed above. For a proper §103 rejection, the cited references must combine to disclose all of the recited features. Thus, the Applicants respectfully request the withdrawal of the Examiner's §103 rejection of claim 1.

Claims 2-10 depend from claim 1 and include all of the features of that claim plus additional features which are not disclosed or suggested by the cited references. Therefore, it is respectfully submitted that claims 2-10 also patentably distinguish over the cited references.

Independent claims 11-12, 14, and 21-23 recite similar features to those discussed above, and which are not disclosed or suggested by the cited references. Therefore, it is respectfully submitted that claims 11-12, 14, and 21-23 also patentably distinguish over the cited references.

Claims 15-20 depend from claim 14, and claims 24-26 depend from claim 23. These dependent claims include all of the features of their respective independent claim plus additional features which are not disclosed or suggested by the cited references. Therefore, it is respectfully submitted that claims 15-20 and 24-26 also patentably distinguish over the cited references.

Summary

In accordance with the foregoing, the claims 1, 11-12, 14, and 21-23 have been amended. No new matter has been presented. Thus, claims 1-12 and 14-26 are pending and under consideration.

There being no further outstanding objections or rejections, it is respectfully submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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